

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

ARCH SPECIALTY INSURANCE
COMPANY,

Plaintiff,

v.

SEOUL GLASS & INTERIOR, INC.,

Defendant.

Civil Action No.:

COMPLAINT

Plaintiff Arch Specialty Insurance Company, by way of Complaint against Defendant Seoul Glass & Interior, Inc., states as follows:

JURISDICTIONAL ALLEGATIONS

1. Plaintiff Arch Specialty Insurance Company (“Arch”) is an insurance carrier organized under the laws of the State of Missouri with a principal place of business at Harborside 3, 210 Hudson Street, Suite 300, Jersey City, New Jersey 07311. Arch is authorized to transact business in the State of New York.

2. Defendant Seoul Glass & Interior, Inc. (“Seoul Glass”) is a corporation organized under the laws of the State of New York with a principal place of business at 9428 Northern Blvd, Jackson Heights, NY 11372.

3. The amount in controversy between the parties is in excess of \$75,000.

4. Jurisdiction is based on diversity of citizenship under 28. U.S.C. §1332.

COUNT ONE
(Breach of Contract)

5. Arch repeats, restates and realleges the allegations of Paragraphs 1 through 4 as if fully set forth herein.

6. Arch issued Policies of commercial general liability insurance to Seoul Glass under Policy No. AGL0006841-00, for the effective dates of December 3, 2013 through December 3, 2014 (the “2013 Policy”) and Policy No. AGL0006841-01 for the effective dates of December 3, 2014 through December 3, 2015 and is, terminated on August 26, 2015 (the “2014 Policy”) (the 2013 Policy and the 2014 Policy collectively referenced as the “Policies”).

7. The Policies are an insurance contract which provide insurance coverage for certain liabilities of Seoul Glass, as set forth in the Policies, in exchange for premiums.

8. Arch fulfilled its contractual obligations and provided the coverage afforded by the Policies.

9. Pursuant to the terms of the Policies, the initial premiums were based on information submitted by Seoul Glass and/or its insurance broker regarding Seoul Glass’ estimated exposure for the effective dates of coverage.

10. Since initial premiums are based on estimated information, the Policies are subject to audit based on the actual exposure during the effective dates of coverage. The audit can result in additional premiums due to the insurer from the insured or return of premiums due to the insured from the insurer.

11. The audit of the 2013 Policy produced additional premiums of \$83,004. Arch issue invoices, Seoul Glass failed and refused to remit payment of \$86,158.15 (\$83,004.00 + \$2,988.14 + \$166.01) owed to Arch pursuant to the 2013 policy.

12. Seoul Glass is obligated to pay a New York Surplus Lines Taxes and New York State Stamping Fees equal to 3.6% and 0.2% of the additional premiums, respectively. This generated an additional \$2,988.14 ($\$83,004 \times 0.036$) in taxes and \$166.01 ($\$83,004 \times 0.002$) in fees for the 2013 Policy owed by Seoul Glass.

13. The 2014 Policy was cancelled effective August 26, 2015.

14. Taking into consideration the date of cancellation, the audit of the 2014 Policy produced additional premiums of \$71,873 owed by Seoul Glass to Arch.

15. Arch billed and/or issued demands for payment for the outstanding amount to Seoul Glass in a timely fashion.

16. Seoul Glass is also obligated to pay a New York Surplus Lines Taxes and New York Stamping Fees equal to 3.6% and 0.2% of the additional premiums, respectively. This generated an additional \$2,587.43 ($\$71,873 \times 0.036$) in taxes and \$143.75 ($\$71,873 \times 0.002$) in fees for the 2014 Policy owed by Seoul Glass.

17. Seoul Glass has failed and refused to remit payment of the \$160,762.32 ($\$154,877.00 + \$2,988.14 + \$166.00 + \$2,587.43 + \143.75) which it owes to Arch pursuant to the terms of the Policies. Through its failure and refusal to remit payment, Seoul Glass breached the contract between Seoul Glass and Arch, i.e. the Policies.

18. Arch, on numerous occasions prior to filing the instant litigation, demanded payment of the \$160,762.32 owed by Seoul Glass and attempted to collect same without success.

19. Seoul Glass has failed, refused and continues to refuse to pay the balance due and owing to Arch thereby causing Arch to suffer damages in the amount of \$160,762.32, plus interest, attorney's fees and litigation costs.

WHEREFORE, Arch demands judgment against Seoul Glass in the amount of \$160,762.32 as compensatory damages, together with interest, attorney's fees, costs of suit, and such further relief as this Court deems just and proper.

COUNT TWO
(Unjust Enrichment)

20. Arch repeats, restates and realleges the allegations of Paragraphs 1 through 4 as if fully set forth herein.

21. Arch has provided insurance coverage and related services to Seoul Glass for which Seoul Glass has refused to pay and has been unjustly enriched thereby.

22. Arch has repeatedly demanded that Seoul Glass remit payment of the amount due and owing to Arch.

23. Seoul Glass has failed, refused and continues to refuse to pay the balance due and owing to Arch thereby causing Arch to suffer damages in the amount of \$160,762.32, plus interest, attorney's fees and costs.

WHEREFORE, Arch demands judgment against Seoul Glass in the amount of \$160,762.32 as compensatory damages, together with interest, attorney's fees, costs and expenses of suit, and such further relief as this Court deems just and proper.

COUNT THREE
(Account Stated)

24. Arch repeats, restates and realleges the allegation of Paragraphs 1 through 19 as if fully set forth herein.

25. Seoul Glass, being indebted to Arch in the sum of \$160,762.32 upon an account stated between them, promised to pay Arch said sum on demand.

26. Arch, has repeatedly demanded that Seoul Glass remit payment for the amount owed to Arch. Seoul Glass, however has failed and refused to remit payment.

27. Seoul Glass' failure and refusal to pay the acknowledged balance due and owing to Arch has caused Arch to suffer damages in the amount of \$160,762.32, plus interest, attorney's fees and costs.

WHEREFORE, Arch demands judgment against Seoul Glass in the amount of \$160,762.32 for compensatory damages, together with interest, attorney's fees, costs of suit, and such further relief as this Court deems just and proper.

BRESSLER, AMERY & ROSS, P.C.

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January 24, 2017

Dated



By: Evan Yablonsky, Esq.